

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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PRUDENTIAL EQUITY GROUP, LLC

Plaintiff,

-against-

ROBERT WEISS'S REPLY  
TO CROSS-COMPLAINT  
OF BRIAN ROSNER, ESQ.  
AND ROSNER &  
NAPIERALA, LLP

THOMAS R. AJAMIE, AJAMIE LLP, ROBERT  
WEISS, ROBERT H. WEISS & ASSOCIATES, LLP,  
JOHN ROSNER, BRIAN ROSNER,  
ROSNER NAPIERALA LLP, DAVID  
ROBBINS, KAUFMANN FEINER YAMIN GILDIN &  
ROBBINS, LLP, WALLACE SHOWMAN,  
BERNSTEIN LITOWITZ BERGER &  
GROSSMAN LLP, ROBERT KRAUS, KRAUS &  
ZUCHLEWSKI LLP, MARTIN KROLL, KROLL, MOSS &  
KROLL LLP, JOHN DOES 1-25 AND  
ABC CORPORATIONS 1-25,

07 CV 5606 (JSR)

Defendants.

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Defendants Robert Weiss and Robert H. Weiss & Associates, LLP, (collectively  
"Weiss"), by their attorney, Richard M. Maltz , PLLC, hereby allege as their Reply to the  
Cross-Claims of defendant Brian Rosner, Esq. and Rosner & Napierala, LLP (collectively  
"Rosner"), as follows:

**ADMISSIONS AND DENIALS**

1. Admits paragraphs 1, 5, 6, 7, 8, 9, 10, and 11.
2. Denies paragraphs 22, 27, 29, and 30.

3. Denies knowledge or information sufficient to form a belief as to paragraphs 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 31, 32, 33, 34, and 35.

### **AFFIRMATIVE DEFENSES**

#### **First Affirmative Defense**

4. Cross-defendant Weiss alleges that any purported claim Rosner asserts for work performed by John Moscow on behalf of Charanjit Sahni, Harpreet Sahni, Nasimang Enterprises, AVV/Nasimang Trust by Nand Sahni and Charanjit Sahni; Charanjit Sahni Custodian Angad Sahni Utma; and Charanjit Sahni Custodian Simran Sahni Utma ("Sahni Clients") is pursuant to an alleged agreement with defendant Ajamie.

5. Defendant Weiss did not approve, authorize or know of the purported fee agreement between Rosner and defendant Ajamie. There was no written agreement from the Sahni Clients authorizing that Rosner be paid fees from the monies recovered from plaintiff. Ajamie is solely responsible for fees owed Rosner, if any, for legal services provided the Sahni Clients.

6. Any fees allegedly owed Rosner must be paid by Ajamie and should not be paid from the funds deposited in Court by plaintiff.

#### **Second Affirmative Defense**

7. Cross-defendant Weiss alleges that Rosner had no written retainer or agreement with the Sahni Clients.

8. To receive a contingency legal fee in New York a lawyer must have a written retainer agreement with a client.

9. Rosner has no right to fees from the Sahni clients pursuant to a retainer agreement executed between the Sahni clients and defendant Weiss.

**REQUEST FOR RELIEF**

Weiss demands a judgment:

- i. Denying Rosner a legal fee paid from the funds begin held by this Court and owed under the Sahni Clients' retainer agreement; and, requiring Rosner to pursue any such claim directly from defendant Ajamie;
- ii. Granting Weiss the right to receive the entire Sahni legal fee because no co- defendants, other than Weiss, has an enforceable written retainer agreement with the Sahni Clients; or,
- iii. Granting any further or different relief deemed fair, just and equitable including interest, costs, and disbursements of this action and reasonable attorney fees.

**DEFENDANT WEISS DEMANDS A JURY TRIAL  
ON ALL CROSS-CLAIMS**

Dated: New York, NY  
August 17, 2007



Richard M. Maltz (RM 5627)

RICHARD M. MALTZ, PLLC  
488 MADISON AVENUE, 10<sup>th</sup> Fl.  
NEW YORK, NY 10022  
(212) 705-4804  
(347) 438-2087 (fax)

ATTORNEY FOR ROBERT  
WEISS AND ROBERT H. WEISS  
& ASSOCIATES, LLP